

CONTRACT DATA SHEETPSC Type (check one): ☒ New ☐ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: GRESHAM SMITH & PARTNERS
2. Address: 101 SOUTH FIFTH STREET, SUITE 1400
3. City/ State & Zip: LOUISVILLE, KY 40202
4. Contact Person Name & Telephone Number: JON HENNEY 627-8900
5. Revenue Commission Taxpayer ID#: 671138
6. If registration is not required please explain:
7. Is account in good standing: Yes
8. Federal Tax ID # (SSN if sole proprietor): 62-0794126

Department Information

9. Requesting Department: PLANNING AND DESIGN SERVICES
10. Contact Person Name & Telephone: PAULA VINCENT 574-5816

Contract Information

11. Not to exceed amount: \$150,000
12. Are expenses reimbursed? Yes
13. If yes list allowable expenses and maximum amount reimbursable: Out-of-pocket expenses
14. Beginning and ending date of the contract: 01FEB06 – 30JUN06
15. Coding: 2601-510-4967-496709
16. Scope & Purpose of the contract:
To create a Development Review Manual (see attached scope)

AuthorizationsWPS County Attorney Review - Approved as to Form:Department Director: 

Date: 2-16-06

Signature certifies:

☒

Funds are available

☒

Contractor is registered and in good standing with the Revenue Commission

☒

Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 2-17-06Cabinet Secretary: 

Date: 2-17-06

(If applicable)

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

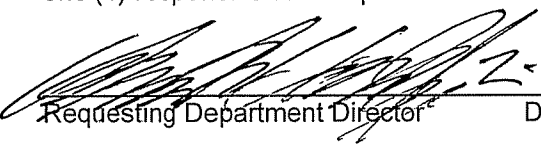
_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

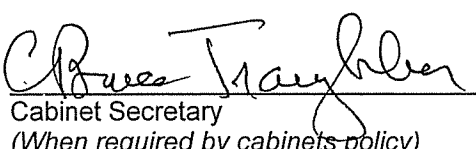
_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 _____
Requesting Department Director

_____ Date

 _____
Cabinet Secretary

(When required by cabinets policy)

_____ Date

**Mayor

Date

****Signature is required only for Written Finding A**

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PLANNING AND DESIGN SERVICES** herein referred to as “**METRO GOVERNMENT**”, and **GRESHAM SMITH AND PARTNERS**, with offices located at 101 South Fifth Street, Suite 1400, Louisville, Kentucky 40202, herein referred to as “**CONSULTANT**”,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to creation of a development review manual; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:
Those described on Attachment A attached hereto and fully incorporated herein.

E. The work product or deliverables of Consultant shall include but not be limited to the following:

The Development Review Manual.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this agreement at the following rates:

Professional Services

The following classifications and associated unit rates will be used for the services of all professional disciplines offered.

<u>Classification</u>	<u>Rate/Hour</u>
Project Principal - Engineer	\$150.00
Project Principal - Landscape Architect	\$130.00
Senior Engineer	\$125.00
Senior Landscape Architect/Planner	\$115.00
Land Surveyor	\$88.00
Project Engineer	\$88.00
Landscape Architect	\$88.00
Engineer-in-Training	\$68.00
Junior Landscape Architect	\$52.00

Technician Services

The following classifications and associated unit rates will be used for the services of technicians and technical disciplines offered.

<u>Classification</u>	<u>Rate/Hour</u>
Senior Transportation Designer	\$130.00
Sr. Designer / Technician	\$81.00
Land Planner	\$71.00
Civil Technician	\$60.00
CADD Technician	\$56.00
GIS Technician	\$52.00
Administrative Technician	\$47.00
Co-Op Intern	\$37.00
Secretary	\$37.00

Total compensation payable to Consultant for services rendered pursuant to this agreement, including out-of-pocket expenses, shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone

calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin February 1, 2006 and shall continue through and including June 30, 2006.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, with sixty days written notice, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Schedule B attached hereto.

VII. HOLD HARMLESS CLAUSE

Consultant agrees to indemnify and hold harmless the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) negligent performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury,

bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or

agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not

embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY:**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

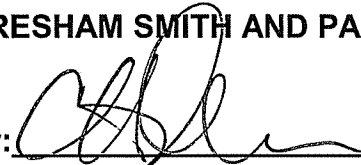

IRV MAZE
JEFFERSON COUNTY ATTORNEY


**CHARLES CASH, DIRECTOR, PLANNING
AND DESIGN SERVICES**

Date: 02/08/06

Date: 2-16-06

GRESHAM SMITH AND PARTNERS

By: 

Title: Vice President

Date: 2-15-06

Taxpayer Identification No.
(TIN): 62-0794126

Louisville/Jefferson County
Revenue Commission Account
No.: 671138

PSC 2006-xxxx Planning and Design Services with Gresham Smith and Partners for Development Review Manual Creation 012306
- [pr]

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2-7-06

ATTACHMENT A - SCOPE OF SERVICES

I. STREETSCAPE DESIGN MANUAL

Gresham, Smith and Partners (GS&P) will develop a Streetscape Design Manual to be used as a guide for preparing a streetscape master plan as provided for in the Louisville Metro Land Development Code (LDC). The Streetscape Design Manual will set forth procedural requirements as well as technical guidelines and standards.

Task 1: Project Initiation

Project Kickoff

GS&P will meet with project staff to finalize the overall project goals and refine the project approach and schedule. The make-up of the project Technical Advisory Committee should also be discussed during this initial meeting.

Technical Advisory Committee –A Technical Advisory Committee (TAC) should be established to review project progress and interim products. This Committee should include representatives from Metro Works, Kentucky Transportation Cabinet, and Planning and Design Services. Additional agencies, such as TARC, Brightside, and MDA would be consulted during the course of the project as needed to address specific areas of concern or expertise. It is suggested that the TAC meet monthly for the duration of the project.

Research

GS&P will review and summarize all existing standards and procedures relevant to streetscape master plan provisions in the Land Development Code. GS&P will also obtain and review policies, procedures, and standards from other communities, focusing on national models as well as communities of a comparable size and scale. This review will draw on our experience with ways in which other agencies and jurisdictions address similar issues.

Interviews – Interviews with key stakeholders at the beginning of the process are essential to identify expectations and issues of concern. Stakeholders may include selected officials, local neighborhood organizations, developers, representative business owners, and other interested organizations. For budgeting purposes, GS&P has estimated conducting stakeholder interviews over a period of two days.

Task 1 Summary

Deliverables

- Advisory committee makeup and schedule
- LDC standards and procedural review summary
- Model standards summary
- Interview list and summaries

Client Responsibilities

- Assist in identifying names and addresses for Advisory Committee and Stakeholders
 - Participate in interviews as appropriate
 - Provide copies of relevant records
-

Task 2: Initial Draft

GS&P will prepare a preliminary draft of the Streetscape Design Manual to address both new roads and infill development along existing roads. The preliminary draft will contain the following sections:

- Introduction/purpose
- Applicability (development size thresholds)
- General Streetscape Master Plan requirements (for both new and redevelopment projects)
- Typical street cross sections (context sensitive)
- Transitions
- Landscape Design (street trees, verge planting)
- Streetscape Furnishings
- Bike/Ped Facilities
- Transit Facilities
- Implementation standards
- Maintenance and License Agreements
- Definitions
- Approval Process

Because the Streetscape Design Manual will include a substantial amount of new information, the draft will be produced in manageable sections consisting of related chapters. GS&P will provide each section of the draft to the Advisory Committee for review and comment.

The draft will include commentary where necessary to explain recommendations being made and the rationale behind new provisions, as well as new illustrations and graphics.

Task 2 Summary

Deliverables

- Draft Outline
- Development Streetscape Design Manual, by sections

City/Staff Responsibilities

- Review drafts in a timely manner
 - Provide comments to GS&P
-

Task 3: Revised Streetscape Design Manual

Based on staff and TAC comments, GS&P will make one text revision to each section of the Streetscape Design Manual.

Public Review and Approval

GS&P will assist staff in presenting the revised Draft Streetscape Design Manual for review at three public forums, concluding with adoption by the Planning Commission. It is suggested that the Planning Committee of the Planning Commission be used as the vehicle for this initial public review.

Based on input from city staff, the Advisory Committee, and the public, GS&P will make final revisions to the Streetscape Design Manual. The document will be produced in InDesign format and in a Portable Document Format (PDF) for placement on the city's web site or for distribution.

Task 3 Summary

Deliverables

- Revised draft of the Streetscape Design Manual
- Attend 3 public meetings (i.e., Planning Committee, LD&T, Planning Commission)
- Final draft of the Streetscape Design Manual

City/Staff Responsibilities

- Review drafts and provide comments in a timely manner
 - Attendance at public meeting
 - Review by city legal counsel
-

II. HIGHWAY/GATEWAY BEAUTIFICATION PLAN

Gresham, Smith and Partners (GS&P) will develop a highway/gateway Beautification Plan for the interstate highway ramps and interchanges in Metro Louisville. The Beautification Plan will be used as a guide by Brightside in implementing landscape improvement projects to enhance visual quality and establish a sense of community/neighborhood pride. This project will be completed concurrently with the Streetscape Design Manual.

Task 1: Project Initiation

Project Kickoff Meeting

GS&P will meet with project staff to finalize the overall project goals and refine the project approach and schedule.

Task 2: Inventory/Analysis

GS&P will prepare a map based on LOJIC data locating each of the interchange sites and analyzing existing conditions and general constraints. The map will be used as a tool to assist in prioritizing future improvement projects and to select an initial pilot site.

GS&P will also evaluate existing interchange beautification programs, including wildflower programs within Kentucky as well as national models.

Task 2 Summary

Deliverables

- Interchange landscape improvement map
- Interchange beautification program review – summary report

City/Staff Responsibilities

- Review summary report and provide comments in a timely manner
 - Review map
-

Task 3: Programming

GS&P will work with project staff to develop a general planning approach for the design and implementation of a highway interchange beautification plan including the development of a generalized design program. Program elements may include:

- Context sensitive design
- Maintenance considerations
- Site conditions (soils, slope/aspect, microclimate, etc)
- Design elements (plant material, land form, sculpture, etc.)
- Plant suitability (culture, habit, hardiness, etc.)
- Plant design characteristics (seasonal impact, noise attenuation, etc.)
- Cost

Program elements would then be refined on a site to site basis in response to budget and design intent specific to each site.

Task 3 Summary***Deliverables***

- Generalized interchange landscape improvement program

City/Staff Responsibilities

- Review and provide comments in a timely manner
-

Task 4: Pilot Sites

GS&P will work with project staff to select three pilot sites representing both urban and suburban settings and develop a conceptual design for each. Site specific program elements would be identified and applied as the basis for the conceptual design. The conceptual design would include a preliminary landscape design and plant pallet selection.

Task 4 Summary***Deliverables***

- (3) Pilot site conceptual beautification plans

City/Staff Responsibilities

- Review summary report and provide comments in a timely manner
-

III. ON-ROAD BIKE LANE IMPLEMENTATION STUDY

Gresham, Smith and Partners (GS&P) will coordinate a primary work effort from sub-consultant Qk4 to conduct an on-road bike lane implementation study for selected corridors within the Louisville Metro area. The purpose of the implementation study will be to analyze the specific conditions within three separate area corridors; apply the new streetscape design standards and develop implementation solutions for constructing on-road bike lane facilities within each of the corridors; and provide order-of-magnitude cost estimates for proposed implementation. Qk4 will perform the following tasks in conjunction with the previously identified streetscape and beautification initiatives, through a collaborative approach with QK4 as lead designer.

In summary, the primary goal of this effort will be to put into practice the details and elements of the streetscape design manual through the application of the standards using the three selected corridors with a primary focus on initial bike lane improvements.

The corridors selected for study are as follows:

River Road – from the downtown waterfront park area, east to its terminus and intersection with Brownsboro Road (Hwy. 42) in Prospect.

Taylorsville Road (KY 155) – from its intersection with Bardstown Road (Hwy. 31e), south to its intersection with Eastwood Fisherville Road (Floyds Fork corridor) near the Jefferson County line.

3rd Street/New Cut road - in two segments: a) 3rd Street, (including consideration for 1st, 2nd, 3rd and 4th Streets) from the downtown central business district to its intersection with Eastern Parkway; and b) New Cut Road (Ky 1865) from its intersection with Southern Parkway at Iroquois Park to its southern terminus at the Jefferson County line (to be determined) with a linkage to the Jefferson County Memorial Forest – this may include a continuation of the New Cut/Manslick corridor through to Mount Holly Road, or a more direct diversion to the Memorial Forest via Mitchell Hill Road.

Task 1: Project Initiation

Project Kickoff Meeting

Qk4 and GS&P will meet with project staff to finalize the overall project goals and refine the project approach and schedule.

Task 2: Inventory/Analysis

Qk4 will prepare a series of corridor maps based on LOJIC data defining each of the selected corridors and analyzing existing conditions and general constraints. The map will be used as a tool to coordinate corridor photographic inventory, define corridor segment types and assist in prioritizing implementation.

In addition to the mapping exercise, Qk4 will document the condition of the individual corridors through digital photography in order to provide a visual assessment and inventory specific conditions relative to corridor character.

Qk4 will also evaluate model implementation strategies, including recent local initiatives as well as selected national models.

Task 2 Summary***Deliverables***

- Corridor identification maps
- Visual assessment photographs
- Implementation strategy review – summary report

City/Staff Responsibilities

- Review summary report and provide comments in a timely manner
 - Review corridor mapping and photograph presented
-

Task 3: Corridor Typology and Typical Solutions

Qk4 will work with GS&P and project staff to identify typical segment types within each of the corridors studied. Segments will be defined by both physical characteristics (right of way, dimensions, urban/rural section, etc.) and visual character assessment (rural, suburban, urban, interstate, transitional, etc.). Defined segment types will be mapped and identified on the corridor mapping developed during Task 2.

Qk4 will work with GS&P to establish typical plan and cross-section solutions for bike lane implementation in coordination with GS&P's efforts to develop standard streetscape solutions as a part of the Streetscape Design Manual. These typical bike lane implementation solutions will be focused on the creation of on-road bike lane facilities within the context of a "complete street" design solution – in other words, the bike lane implementation may become the initial element in a phased streetscape implementation initiative.

Task 3 Summary***Deliverables***

- Corridor mapping identifying type segments
- Identification and description of type segments
- Proposed typical plan/section solutions for type segments

City/Staff Responsibilities

- Review and provide comments in a timely manner
-

Task 4: Cost Estimating and Report Summary

Qk4 will prepare order of magnitude cost estimates, to cover each of the typical implementation solutions proposed. These estimates will address the minimum requirements to accomplish the addition of on-road bike lane facilities; but will not include costs for right of way acquisition or utility relocation – these items will be identified where applicable, but no costs will be assigned.

A report summary will be provided to combine, update and document the deliverables for each work task.

Task 4 Summary

Deliverables

- Order of magnitude cost estimates for selected corridors
- Summary report including updates and cost estimates

City/Staff Responsibilities

- Review estimates summary report and provide comments in a timely manner
-

IV. CONTINGENCIES

Given the nature of this project where the scope is broad, it is anticipated that some tasks will be refined as a matter of course during the advisory group review process. The gs&p team will perform tasks identified during the life of the project but not specifically addressed in this scope at the direction of the client. For these services, the client agrees to compensate gs&p for actual hours satisfactorily and appropriately worked at specific hourly rates for each classification of employee and principal listed in the attached schedule of fees.

SCHEDULE B

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. *The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.*

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Consultant's (and approved subcontractors) Comprehensive General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract for the Development Review Manual."

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a \$1,000,000 Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Consultants Protective Liability
- f. Personal Injury

2. **PROFESSIONAL LIABILITY** (Errors and Omissions Liability) which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS'**

LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000
Disease - Each Employee.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III. MISCELLANEOUS

A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of planning & Design Services shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government's Risk Management Division at least 30 days prior to the expiration date of any policy(s).

B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government
Planning & Design Services
531 Fiscal Court Building, Suite 900
Louisville, KY 40202

AND

Louisville/Jefferson County Metro Government
Risk Management Division
611 West Jefferson Street, Room 22
Louisville, KY 40202

C. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
9/30/2005

PRODUCER Crow Friedman Group, LLC 5583 Murray Road Suite 120 Memphis, TN 38119-0858		(901) 820-0400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Gresham Smith and Partners 511 Union Street Suite 1400 Nashville, TN 37219		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: XL Specialty Insurance Company			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$
A		Professional Liability	DPR9409813	8/1/2005	8/1/2006	Each Claim	\$5,000,000
A		Professional Liability	DPR9409813	8/1/2005	8/1/2006	Annual Aggregate	\$7,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Long Run Clubhouse
 Project No. 24384.00

CERTIFICATE HOLDER

Louisville Metro Finance Department
 Risk Management Division
 611 West Jefferson Street
 Louisville, KY 40202-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/05

PRODUCER

Crichton Brandon Jackson Ward
3011 Armory Drive Suite 250
P.O. Box 41369
Nashville, TN 37204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Gresham Smith and Partners
1400 Nashville City-Center
511 Union Street
Nashville, TN 37219

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Hartford Fire Ins Co - A+	19682
INSURER B: Cincinnati Ins Co - A++	10677
INSURER C: Twin City Fire Ins Co - A+	29459
INSURER D: Hartford Underwriters-A+	30104
INSURER E: Hartford Casualty Ins-A+	29424

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	*	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	20UUNTW0356	07/01/05	07/01/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	*	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	20UUNTW0356	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	*	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$0	CCC4487468	07/01/05	07/01/06	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C D E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	20WEKZ0945	07/01/05	07/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as Additional Insured as respects operations of the Named Insured performed relative to the contract for Assisting the department in preparing (See Attached Descriptions)

CERTIFICATE HOLDER

Louisville/Jefferson County
Metro Government
Risk Management Division
611 West Jefferson St, Room 22
Louisville, KY 40202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

neighborhood and Small Area plans.

Coverages as per the policy or policies issued by the insurer(s) affording coverage shown above.

*Any person or organization with whom the Named Insured has agreed in a written contract, written agreement or permit, executed prior to a loss, to provide insurance such as is afforded by the General Liability policy shown in this certificate, to the extent that the person or organization is liable for the Named Insureds acts or omissions with respect to the Named Insureds operations, work, leased premises, leased equipment or facilities owned or used by the Named Insured is included as an additional insured. The General Liability insurance is primary and non contributory to any insurance carried by the person or organization if the written contract or written agreement requires the Named Insureds General Liability insurance to be primary. If an architect, engineer or surveyor is included as an additional insured, this insurance does not apply to the rendering of or failure to render professional services by or for the Named Insured. The Insurers waive any right of recovery they may have against the person or organization when the Named Insured has agreed in a written contract, executed prior to a loss, requiring such waiver and arising out of the Named Insureds operations, work, leased premises, or leased equipment.

The Workers Compensation policy includes a Waiver of Subrogation in favor of the Certificate Holder(s) only to the extent that the Named Insured performs work under a written contract that requires the Certificate Holder to obtain this agreement from the Insurer(s).

Any person or organization required to be included as additional insured under Automobile Liability is included to the extent they qualify as insured under the policy. A Waiver of Subrogation is included under Automobile Liability in favor of any person or organization that is required in a written contract, executed prior to a loss, to be provided a Waiver of Subrogation under Automobile Liability.

The Workers Compensation includes all states EXCEPT ND, OH, WA, WV and WY.